

pending, in which the other is a party.

13.

**COMPLIANCE WITH LAWS**

The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders or requirements of any governmental authority relating to the delivery of the service described in the Contract. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section, and shall indemnify the Plymouth County Sheriff's Department against any liability incurred as a result of a violation of this section.

14.

**NOTICE**

Unless otherwise specified, any notice hereunder shall be in writing and shall be deemed delivered when given in person to either party or deposited in the U.S. Mail, postage prepaid and addressed to the persons and addresses indicated in the Contract or as specified by attachment hereto.

15.

**SEVERABILITY**

If any provision of the Contract is declared or found to be illegal, unenforceable or void, both parties shall be relieved of all obligations under that provision. The remainder of the contract shall be enforced to the fullest extent permitted by law.

16.

**INDEMNIFICATION OF THE COUNTY OF PLYMOUTH AND  
THE PLYMOUTH COUNTY SHERIFF'S DEPARTMENT**

Unless otherwise provided by law, the Contractor shall indemnify and hold harmless the County of Plymouth, the Plymouth County Sheriff's Department, and all persons acting for or on behalf of any of them against any and all liability, loss, damages, costs, or expenses for personal injury or damage to real or tangible personal property which the Plymouth County Sheriff's Department may sustain, incur or be required to pay,

17.

**INSURANCE**

settlement through the courts of appropriate jurisdiction. The Plymouth County Sheriff's Department may elect to indemnify the Contractor for claims arising in tort if it determines that the Contractor performed its obligations under the Contract pursuant to the direct supervision and control of Plymouth County or its designated agent(s).

The Contractor shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Plymouth County Sheriff's Department harmless from all liability, claims, suits, judgments, expenses or damages including court costs and attorney's fees arising out of the intentional acts, negligence or omissions by the Contractor or any subcontractor utilized by the Contractor, in the course of the operations of the Contract.

18.

**PAYMENT SCHEDULE**

- The dollar amount for Medical Services is \$217,513.00 per year, \$18,126.08 per month.
- The dollar amount for Mental Health Services is \$66,720.00 per year, \$5560.00 per month.
- Total dollar amount is \$284,233.00 per year, \$23,686.08 per month.

19.

**OTHER CONDITIONS**

Dr. John Howard, AKA Institutional Healthcare Services of New England is required to provide Medical Malpractice Insurance in the amount of \$6,000,000.00 covering himself and all of his employees and firm for the term of this contract. A copy of this policy must be provided to the Plymouth County Sheriff's department within 15 days of signing this contract.

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TERMINAL  
\*Signature of Individual  
or Corporate Name

By: John Thruver  
Corporate Officer  
(Mandatory if applicable)

THE ALLIANCE  
SERVICES NE  
002-28-9988  
\*\*Social Security Number or  
Federal Identification Number

\*  
Approval of a Contract or other Agreement will not be granted unless this  
Certification clause is signed by the Applicant.

\*\*  
Your Social Security Number will be furnished to the Massachusetts Department  
of Revenue to determine whether you have met tax filing or tax payment  
obligations. Providers who fail to correct their non-filing or delinquency will not  
have a Contract or other Agreement issued, renewed or extended.

This Certification Requirement is under the authority of Massachusetts General  
Laws, Chapter 62C, Sec. 49A, as amended.

made and submitted in good faith and without collusion or fraud with any other person. As used in this Certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity or group of individuals.

John B. Hubbard MD  
Name of Person Signing Bid or Proposal

DEASTHER SERVICES  
Name of Business

DP N.E. For

John P. Riordan, Jr.

Jeffrey Welch

Date: 2/2/05



Date: 01/18/2005

INSTITUTIONAL HEALTHCARE OF N.E.

Dr. John Howard

Date:

JAN 13, 2005

